GOTENNA, INC. SOFTWARE DEVELOPMENT KIT ("SDK") LICENSE AGREEMENT (effective October 31, 2018)

THIS IS A LICENSE AGREEMENT BETWEEN YOU AND GOTENNA, INC. ("**GOTENNA**"). IN ORDER TO USE THE SDK, YOU MUST FIRST AGREE TO THIS SDK LICENSE AGREEMENT (THIS "**LICENSE AGREEMENT**"). YOU MAY NOT USE THE SDK IF YOU DO NOT ACCEPT THIS LICENSE AGREEMENT. BY ACCESSING OR USING THE SDK, YOU HEREBY AGREE TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE AGREEING TO BE BOUND BY THIS SDK LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THIS LICENSE AGREEMENT. IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, YOU MAY NOT ACCEPT THE LICENSE AGREEMENT OR USE THE SDK ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY. YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT USE THE SDK.

1. DEFINITIONS.

(a) "**goTenna**" means goTenna Inc., a Delaware corporation, located at 81 Willoughby St, Brooklyn, NY 11201. (b) "**Authorized Developer Application**" means any software or hardware that is (i) designed to function with a goTenna Product only (and no third party product or service), (ii) described in an SDK Access Request that is approved by goTenna and (iii) subsequently developed by or on behalf of the Developer. (c) "**Developer**", "**You**" and "**Your**" refers to any person or entity acquiring or using the SDK under the terms of this License Agreement. (d) "**Documentation**" means any documentation accompanying the SDK. (e) "**Processing**" means any operation or set of operations, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. (f) "**Product**" or "**goTenna Product**" means any goTenna hardware or software product or service offering. (g) "**Sample Code**" means software code that goTenna has included in the SDK and/or designated in the Documentation as "Sample Code" for You to incorporate into Authorized Developer Applications. (h) "**SDK**" means the goTenna Software Development Kit(s) for the software, including Sample Code, Tools, API Information, Documentation in on- line format, and related items and includes any upgrades, modified versions, updates, additions, and copies of the SDK. (i) "**SDK Access Request**" means a written request for access to the SDK that is submitted by Developer to goTenna through goTenna's developer portal and describes Developer's proposed software or hardware application with which Developer wishes to use the SDK. (j) "**Tools**" mean the programs and utilities that may be included in the SDK for You to test or compile Authorized Developer Applications. (k) "**Trademark**" means any trademark, service mark, or logo of goTenna. (l) "**Use**", "**Used**" or "**Using**" means to access, install and/or download the SDK.

2. LICENSE.

(a) Subject to the terms and conditions of this License Agreement including the restrictions contained in this Section 2, goTenna hereby grants to You a nonexclusive, nontransferable, revocable license to (i) Use the SDK and the items included in the SDK strictly for the purpose of developing Authorized Developer

Applications and (ii) link or incorporate all or portions of the SDK with the Authorized Developer Applications and distribute them only for use in connection with a goTenna Product. This License Agreement does not govern, or grant You any license or right to use, any goTenna Product. Any use of a goTenna Product is governed by goTenna's Terms and Conditions that accompany such goTenna Product.

(b) Under this License Agreement, You may Use, modify or merge all or portions of the Sample Code with Authorized Developer Applications and distribute it only as part of Authorized Developer Applications for use in connection with a goTenna Product. Any modified or merged portion of Sample Code remains our exclusive property and is subject to this License Agreement. Except for the foregoing, You are not granted any right or license to modify, improve or create derivative works of the SDK, or any of the items in the SDK.

(c) You are required to include goTenna's copyright notices pertaining to the SDK with all Authorized Developer Applications. You may not use goTenna's name, logo or trademarks, except as provided in Section 3 below and in accordance with the trademark guidelines set forth in Exhibit A. You may not assign Your rights or obligations granted under this License Agreement without prior written consent of goTenna which may be withheld at its sole discretion. Any attempted assignment or transfer without such prior written consent from goTenna shall be void and of no effect.

(d) Except as expressly set forth in this Agreement, You may not, directly or indirectly, sell, sublicense, rent, loan, share, disclose, transfer or lease the SDK, or any portion of the SDK, to any third party. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code and/or file formats of any portion of the SDK. To the extent that local law grants You the right to decompile software to obtain information necessary to render the software interoperable with other software, You shall first request to goTenna in writing to provide You with the necessary information. goTenna has the right to impose reasonable conditions on decompiling its software such as a reasonable fee for doing so. Requests for information should be directed to the goTenna at the address provided in the SDK or such other address made available on www.goTenna.com from time to time.

(e) In addition to all of the terms and conditions herein, you agree to comply with any rules or best practices made available in connection with the SDK by goTenna from time to time. Without limiting goTenna's rights to evoke your access to the SDK or terminate this License Agreement at any time without cause, goTenna may revoke your access to the SDK or terminate this License Agreement immediately if you fail to comply with any such rules or best practices or any other terms or conditions herein.

(f)You represent, warrant and covenant that you will not use the SDK in connection with any hardware or software that does not conform to the description set forth in an SDK Access Request that has been approved by goTenna.   goTenna reserves the right to reject any SDK Access Request at its sole discretion.

(g) **Notwithstanding anything to the contrary (even in cases where an SDK Access Request is approved by goTenna), goTenna may revoke access to the SDK at any time for any reason or no reason at all (either with respect to You only, or with respect to You and other SDK licensees).** Without limiting the foregoing, goTenna reserves the right at any time to modify or discontinue, temporarily or permanently the SDK, your use of the SDK, or any portion thereof with or without notice to you and without any form of compensation or consideration to you, regardless of the status of any of

your Authorized Developer Applications. In addition, goTenna reserves the right to create, modify and enforce controlling mechanisms such as a rate limiting structure for use of the SDK. Further, you acknowledge that goTenna has no obligation to ensure that an upgrade of the SDK or any goTenna Product will be compatible with existing or planned Authorized Developer Applications.

(h) You are solely responsible for obtaining all required consents (provided another legal basis or ground does not apply), providing all required notices and disclosures to the standard imposed by applicable laws, including, but not limited to, the General Data Protection Regulation 2016/679 (the "**GDPR**"), and fulfilling all other legal obligations for (i) the Processing of personal data (or "personal information," or "personally-identifiable information" as such term is defined under applicable law) ("**Personal Data**") and (ii) obtaining access to an end-user's device or terminal equipment, in the case of each of the preceding clauses (i) and (ii), to the extent related to use of the SDK in connection with any Authorized Developer Application. You agree to use commercially reasonable and appropriate administrative, technical, and physical measures, including, where applicable, by fulfilling the standard set forth in Article 32(1) of the GDPR, to maintain the security and integrity of (i) all data You access or collect using the SDK including but not limited to Personal Data and activity data related to goTenna Product users (collectively "**goTenna Data**"), and (ii) any other data you access or collect in connection with any of your Authorized Developer Applications ("**Developer Application Data**"). goTenna Data and Developer Application Data are collectively defined as "**Data**." You are fully responsible for the security of Data used in connection with any Authorized Developer Applications or otherwise in your possession. You agree to comply with all applicable foreign, international, national, state, and federal laws, rules, regulations, and directives in connection with your Processing and security of any Personal Data financial, card, or transaction Data on through any Authorized Developer Application. You must ensure that any goTenna Data is encrypted and transmitted over a secure, encrypted channel (e.g., HTTPS).

(i) (i)You will not use the SDK for any purpose other than developing and providing Authorized Developer Applications. (ii) You will not use the SDK or any Authorized Developer Application in any manner that is competitive with goTenna or any goTenna Product, including, without limitation, in connection with any application, website or other product or service that also includes, features, endorses, or otherwise supports in any way a third party that provides services competitive to any goTenna's Product, as determined in goTenna's sole discretion. (iii) You will not include or use the SDK or any Authorized Developer Application in, or in connection with, any application, website or other product or service that includes content that is disparaging of goTenna, libelous or may otherwise be perceived as detrimental or harmful to goTenna and its business and reputation, as determined by goTenna in its sole discretion. (iv) You will not use web scraping, web harvesting, or web data extraction methods to extract data from any goTenna Product. (v) You will not include or use the SDK or any Authorized Developer Application in, or in connection with, any application, website or other product or service that includes content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by goTenna in its sole discretion. (vi) You will not use the SDK or any Authorized Developer Application to distribute any virus, spyware, adware, malware, or other harmful or malicious component. (vii) You will not use the SDK or any Authorized Developer Application for any purpose which or might overburden, impair or disrupt the goTenna's network or related servers. (viii) You will not use the SDK or any Authorized Developer Application to distribute unsolicited advertising or promotions, or to send messages, make comments, or initiate any other unsolicited direct communication or contact with goTenna users or partners.

(j) You may not, and may not encourage or authorize others to: (i) remove or alter any proprietary notices or marks from any items included in the SDK; (ii) use or access the SDK for purposes of monitoring the availability, performance, or functionality of any goTenna Product or for any other benchmarking or competitive purposes; (iii) use or access the SDK to aggregate, cache, or store geographic location information or other user information accessible via the SDK; (iv) frame, wrap or otherwise reproduce significant portions of any goTenna Product; or (v) reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of the SDK or any part of any goTenna Product.

(k) You must not impose any terms on users of any Authorized Developer Application that are inconsistent with this License Agreement. You will require each user of an Authorized Developer Application to agree to terms of service that (i) disclaim all warranties on behalf of third party service providers, including a disclaimer of implied warranties of merchantability, fitness for a particular purpose and non-infringement and (ii) exclude third party service providers from all liability for direct, indirect, consequential, special and punitive damages, to the fullest extent permitted under applicable law.

3. PROPRIETARY RIGHTS.

The SDK, and all items contained in the SDK, are the intellectual property of goTenna and its suppliers and are protected by United States copyright, patent and intellectual property law, international treaty provisions and applicable laws of the country in which it is being Used. You agree to protect all copyright, intellectual property and other ownership interests of goTenna and/or its suppliers in the SDK, and all items in the SDK, supplied under this License Agreement.

goTenna shall be the sole and exclusive owner of any and all modifications, derivative works and improvements of the SDK (collectively, "**Improvements**"), and all items in the SDK, and the intellectual property rights therein. You hereby assign to goTenna (and will ensure that each of Your affiliates and contractors and Your and their respective personnel assign to goTenna) all right, title and interest (including intellectual property rights) in and to any Improvements. You agree that all copies of the SDK, and all items in the SDK, reproduced for any reason by You, shall contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by goTenna in the SDK. You agree not to remove, obscure, or deface any intellectual property or confidentiality legends of goTenna and/or delete any program files. goTenna and/or its suppliers retain exclusive title and ownership of the SDK, and all items in the SDK, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or which the original and other copies may exist. Except as stated above, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks or any other intellectual property or proprietary rights in respect of the SDK, and the items in the SDK.

4. TERM. This License Agreement is effective until terminated. goTenna has the right to terminate this License Agreement immediately, without judicial intervention, for any reason or no reason at all, including without limitation if You fail to comply with any term herein. If You want to terminate this License Agreement, you may do so by ceasing your use of the SDK and any relevant developer credentials. Upon any such termination (i) all licenses granted to You with respect to the SDK will immediately terminate, (ii) You will immediately discontinue all distribution, support and use of any Authorized Developer Applications and (iii) You must remove all full and partial copies of the items in the SDK from your computers, systems and servers and discontinue use of the items in the SDK.

5. DISCLAIMER OF WARRANTY. goTenna licenses the SDK to Developer only on an "AS-IS" basis. goTenna makes no warranties or representation, express or implied, with respect to the adequacy of the SDK, and any items in the SDK, whether or not Used by You, for any particular purpose or with respect to their adequacy to produce any particular result. goTenna and its suppliers shall not be liable for loss or damage arising out of this License Agreement or from use by You of any devices or products containing portions of the SDK. GOTENNA AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE SDK. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SDK AND ANY DESIGN OR PRODUCT IN WHICH THE SDK MAY BE USED, INCLUDING, WITHOUT LIMITATION, ANY DEVELOPER PRODUCTS.

6. LIMITATION OF LIABILITY

(a) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL GOTENNA AND/OR GOTENNA'S AFFILIATES, SUBSIDIARIES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LICENSE AGREEMENT (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THE DEVELOPER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT GOTENNA HAS NO RESPONSIBILITY OR DUTY TO DEFEND, INDEMNIFY, OR HOLD YOU HARMLESS FROM AND AGAINST ANY CLAIMS, SUITS, PROCEEDINGS, DAMAGES, LOSS, COSTS AND EXPENSES BASED ON PATENT OR OTHER INTELLECTUAL PROPERTY CLAIMS.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU HEREBY RELEASE US FROM ALL LIABILITY AND DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. You may have rights which vary from state to state or jurisdiction to jurisdiction. The foregoing does not affect or prejudice Your statutory rights.

(d) goTenna is under no obligation to provide any support under this License Agreement, including upgrades or further versions of the SDK or any portion thereof, to Developer, to any end user or to any other party. goTenna is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or restricting obligations, warranties and liability provided in Sections 5 and 6 of this License Agreement, but in no other respects and for no other purpose.

7. NON-BLOCKING OF GOTENNA DEVELOPMENT. You acknowledge that goTenna is currently

developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that You may develop based on your license herein. Nothing in this License Agreement shall impair, limit or curtail goTenna's right to continue with its development, maintenance and/or distribution of goTenna's technology or products. You agree that you shall not assert in any way any patent owned by You arising out of or in connection with this SDK or modifications made thereto against goTenna, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors (collectively, the "**goTenna Product U**sers") for the manufacture, use, import, licensing, offer for sale or sale of any goTenna products.

8. OPEN SOURCE SOFTWARE. Notwithstanding anything to the contrary, You are not licensed to (and You agree that You will not) integrate or Use this SDK with any Viral Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the SDK in source code form, for the purpose of making derivative works, or at no charge. For the purposes of this Section, "**Viral Open Source Software**" shall mean software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition Your use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any software in source code form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all of Your licenses and other rights of the SDK granted under this License Agreement.

9. CONFIDENTIAL INFORMATION.

(a) During the Term and thereafter, You will maintain goTenna's Confidential Information (as defined below) in confidence and will employ reasonable steps to protect such Confidential Information from unauthorized or inadvertent disclosure or unauthorized use, including but not limited to all steps that You take to protect Your own information of similar importance that it considers to be proprietary and trade secret, but in no event less than reasonable care.

(b) You agree: (i) not to disclose Confidential Information to any third parties, except for employees and independent contractors who have a "need to know" and who have signed agreements containing disclosure and use restrictions no less stringent than those set forth herein; and (ii) not to use any Confidential Information for any purpose except as required to perform under this License Agreement.

(c) This Section 9 shall not prohibit You from disclosing information to the extent reasonably required by law or regulation; provided that You are required to disclose such information via court order and shall provide prior notice to goTenna of such required disclosure and the opportunity to obtain an appropriate protective or other court order.

(d) For the purposes of this License Agreement, "**Confidential Information**" shall mean data and information of a proprietary or confidential nature disclosed by or on behalf of goTenna under or relating to this Agreement, including, but not limited to, trade secrets, computer programs (including without limitation the SDK, all items in the SDK, and any derivative works, enhancements, modifications or improvements thereto), proprietary tools, methodologies and other information held in confidence by goTenna that is marked or designated as confidential at the time of disclosure or would otherwise be reasonably presumed to be confidential. Confidential Information shall not include (or shall cease to include) data or information that: (i) is or becomes generally known to the public on or after the date of execution of this License Agreement, other than as a result of any act or omission of You; (ii) was rightfully known to You prior to its receipt from goTenna; (iii) is rightfully furnished to You by a third

party without restriction as to use or disclosure; or (iv) is independently developed by You without use of or reference to goTenna's Confidential Information.

10. WAIVER. None of the provisions of this License Agreement shall be deemed to have been waived by any act or acquiescence on the part of goTenna, its agents or employees, but only by an instrument in writing signed by an officer of goTenna.

11. INTEGRATION. When conflicting language exists between this License Agreement and any other agreement included in the SDK, this License Agreement shall supersede. If either goTenna or Developer employs attorneys to enforce the rights arising out of or relating to this License Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. You acknowledge that You have read this License Agreement, understand it and it is the complete and exclusive statement of Your agreement with goTenna which supersedes any prior agreement, oral or written, between goTenna and You with respect to the licensing to You of the SDK. No variation of the terms of this License Agreement will be enforceable against goTenna unless goTenna gives its express consent, in writing signed by an officer of goTenna.

12. INDEMNIFICATION. To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless goTenna, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) Your use of the SDK, (b) any application or other product or service You develop using the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by you with this License Agreement.

13. GENERAL.

a. You may not assign, sublicense, delegate or otherwise transfer all or any part of this License Agreement without prior written consent from goTenna. Any such attempted assignment will be null and void. . b. It is understood and agreed that, notwithstanding any other provision of this License Agreement, Your breach of the provisions of Sections 2, 3 and/or 9 of this License Agreement will cause goTenna irreparable damage for which recovery of monetary damages will be inadequate, and that goTenna will therefore be entitled to seek timely injunctive relief to protect goTenna's rights under this License Agreement in addition to any and all remedies available at law, without the necessity of posting a bond or other security. c. You agree that goTenna may audit Your compliance with this License Agreement. d. This License Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act. Any dispute between the parties relating to the validity, performance, interpretation or construction of this Agreement shall be submitted to the courts located within the State of New York, which courts shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement. You consent to the exercise of personal jurisdiction by such courts.

Exhibit A Trademark Guidelines

SDK developers must agree to abide by goTenna brand guidelines, specifically:

o Your primary product identifier should not be the goTenna icon or name, for example:

- Name your app "goTenna"

- Have the public app store listing icon be the goTenna icon

- Have the home-screen shortcut icon be the goTenna icon

o The fact that your app/plugin is not created by goTenna Inc. must be made clear in any listing of your development product in an app marketplace, as well as within the product's info/about screen. References to goTenna must explicitly use the phrase "Built on goTenna."